State: District of Columbia First Filing Company: Greenwich Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: ISO Company Exceptions

Project Name/Number: NIP - GL Janitorial Services Endorsement/20MX-XP-GL01-MU-DC

Filing at a Glance

Companies: **Greenwich Insurance Company**

XL Insurance America, Inc.

ISO Company Exceptions Product Name:

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Filing Type: Form Date Submitted: 01/16/2020

SERFF Tr Num: XLAM-132219517 **SERFF Status:** Submitted to State

State Tr Num:

State Status:

Co Tr Num: 20MX-XP-GL01-MU-DC

Effective Date On Approval

Requested (New):

Effective Date On Approval

Requested (Renewal):

Margie Bednar Author(s):

Reviewer(s):

Disposition Date: **Disposition Status:** Effective Date (New): Effective Date (Renewal): SERFF Tracking #: XLAM-132219517 State Tracking #:

Company Tracking #: 20MX-XP-GL01-MU-DC

State: District of Columbia First Filing Company: Greenwich Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: ISO Company Exceptions

Project Name/Number: NIP - GL Janitorial Services Endorsement/20MX-XP-GL01-MU-DC

General Information

Project Name: NIP - GL Janitorial Services Endorsement Status of Filing in Domicile: Project Number: 20MX-XP-GL01-MU-DC Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 01/16/2020

State Status Changed: Deemer Date:

Created By: Margie Bednar Submitted By: Margie Bednar

Corresponding Filing Tracking Number:

Filing Description:

In accordance with the insurance laws and regulations in your state, we respectfully submit the attached filing for your review and consideration. We are filing the following endorsement that will work in conjunction with the ISO Commercial General Liability policy. This endorsement applies exclusively to business written by our North America Programs business unit through the NIP Group, Inc.

•GXIL 409 1219 - JANITORIAL SERVICES - EXTENDED OFF PREMISES CARE, CUSTODY OR CONTROL

This endorsement provides coverage for off premises care, custody, and control of tangible property of others for businesses engaged in janitorial services. The limit for the coverage will be stated in the schedule of the form and subject to a \$500 deductible.

This endorsement is optional and will be added at the request of the insured. There is no rate impact.

Company and Contact

Filing Contact Information

Margaret Bednar, Business Support Analyst margaret.bednar@xlcatlin.com

505 Eagleview Blvd 610-968-9281 [Phone]

Exton, PA 19341

Filing Company Information

Greenwich Insurance Company CoCode: 22322 State of Domicile: Delaware

Attn: Jill Kelly Group Code: 968 Company Type: 505 Eagleview Blvd. Group Name: AXA Insurance State ID Number:

Exton, PA 19341-0636 Group

(800) 327-1414 ext. [Phone] FEIN Number: 95-1479095

XL Insurance America, Inc. CoCode: 24554 State of Domicile: Delaware

Attn: Jill Kelly Group Code: 968 Company Type: 505 Eagleview Blvd. Group Name: AXA Insurance State ID Number:

Exton, PA 19341-0636 Group

(800) 327-1414 ext. [Phone] FEIN Number: 75-6017952

Filing Fees

Fee Required? No

SERFF Tracking #: XLAM-132219517 State Tracking #:

Company Tracking #: 20MX-XP-GL01-MU-DC

State: District of Columbia First Filing Company: Greenwich Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: ISO Company Exceptions

Project Name/Number: NIP - GL Janitorial Services Endorsement/20MX-XP-GL01-MU-DC

Retaliatory? No

Fee Explanation:

SERFF Tracking #: XLAM-132219517 State Tracking #: Company Tracking #: 20MX-XP-GL01-MU-DC

State: District of Columbia First Filling Company: Greenwich Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: ISO Company Exceptions

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	-	Form Action	Action Specific Data	Readability Score	Attachments
1		JANITORIAL SERVICES EXTENDED OFF PREMISES CARE, CUSTODY OR CONTROL	GXIL 409 1219		END	New			GXIL 409 1219.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	ОТН	Other

ENDORSEMENT#

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

JANITORIAL SERVICES **EXTENDED OFF PREMISES CARE, CUSTODY OR CONTROL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Property Damage - Off Premises Care, Custody Or Control And Tangible Property **Damage Extension Occurrence Limit**

\$

Property Damage - Off Premises Care, Custody Or Control And Tangible Property **Damage Extension Aggregate Limit**

\$

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

JANITORIAL SERVICES EXTENDED OFF PREMISES CARE, CUSTODY OR CONTROL AND TANGIBLE A. PROPERTY DAMAGE EXTENDED COVERAGE

Subparagraphs (3),(4),(5) and (6) of exclusion j. Damage to Property and exclusion I. Damage to Your Work of Paragraph 2., Exclusions of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY **DAMAGE LIABILITY** do not apply to "property damage":

- (1) To tools or equipment that are not owned by any Named Insured or any "employee" of any Named Insured, while any insured is in possession of such tools or equipment for use in your business of providing janitorial services;
- To that particular part of any property not on premises owned by or rented to any Named Insured: (2)
 - (a) Upon which the insured or any contractors or subcontractors working directly or indirectly on the insured's behalf are performing operations, if the "property damage" arises out of those operations; or
 - That must be restored, repaired or replaced because "your work" was incorrectly performed (b) on it.

B. **EXCLUSIONS**

The following are added to Paragraph 2.. Exclusions of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY with respect to the coverage afforded by this endorsement:

This insurance shall not apply to "property damage":

1. To property owned by any Named Insured, any person qualifying as an insured in Paragraph 1. of SECTION II - WHO IS AN INSURED, or any "employee" of any Named Insured;

- 2. To property on any premises owned, rented, leased, operated or used by any Named Insured, any person qualifying in Paragraph 1. of **SECTION II WHO IS INSURED**, or any "employee" of the Named Insured:
- 3. To property while in transit to or from any premises owned, rented, leased, operated or used by any Named Insured, any person qualifying in Paragraph 1. of **SECTION II WHO IS INSURED**, or any "employee" of the Named Insured; or.
- **4.** To borrowed equipment if coverage is provided by another endorsement attached to this policy described as Property Damage Borrowed Equipment.

C. LIMITS OF INSURANCE

The following is added to **SECTION III – LIMITS OF INSURANCE:**

- 1. The Property Damage Off Premises Care, Custody Or Control And Tangible Property Damage Extension Occurrence Limit shown in the Schedule of this endorsement is the most we will pay due to "property damage" to property of others as a result of any one "occurrence ".This limit is part of and not in addition to the occurrence limit applicable to Coverage A Bodily Injury And Property Damage Liability described in Paragraph 5. of SECTION III LIMITS OF INSURANCE.
- 2. The Property Damage Off Premises Care, Custody Or Control And Tangible Property Damage Extension Aggregate Limit shown in the Schedule of this endorsement is the most that is payable under this coverage regardless of the number of claims or "suits" made against you. This limit is part of, and not in addition to the General Aggregate Limit described in Paragraph 2. of SECTION III LIMITS OF INSURANCE.

D. DEDUCTIBLE

For the purposes of the coverage provided by this endorsement:

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds **\$500**. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than **\$500**.

E. CONDITIONS

For the purposes of the coverage provided by this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The following condition is added:

In the event of a loss covered by this endorsement, you shall, at our request, replace the damaged property or furnish labor and materials necessary for repairs at your actual cost, excluding profit or overhead charges.

2. The following is added to Condition 4. Other Insurance, Paragraph b. Excess Insurance

The insurance afforded by this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis that applies to "property damage" covered by this endorsement.

F. DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following is added to Paragraph 17. "Property Damage" under **SECTION V - DEFINITIONS**:

- **17.** "Property damage" means:
 - c. Loss of tangible, personal property of others by robbery, theft, mysterious disappearance from locations where the Named Insured is performing janitorial operations, as long as the Named Insured did not have any knowledge or involvement of the robbery, theft or disappeared property before it occurred, and the insured or contractor who is alleged to have been involved does not have prior criminal charges of theft or robbery during the tenure of employment with the Named Insured.

All other terms and conditions of this policy remain unchanged.

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	